

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
IV-5	Should the Interconnection Agreement include a provision specifying that there will be no compensation between the Parties for use of the Interconnection facilities except in those cases where a Party may lease Interconnection facilities from the other ?	Attachment IV, Section 1.1.6.6  1.1.6.6 Except in those cases in which one Party may lease Interconnection facilities from the other Party, there will be no compensation between the Parties for use of the Interconnection facilities.	If a party leases interconnection facilities from the other party it must of course pay for the leased facility. However, where facilities are jointly constructed, such as in a fiber meet point arrangement, there should be no compensation for use of the joint facility.	1. General  Each Party ("Providing Party") shall provide to the other Party, in accordance with this Agreement and Applicable Law, interconnection with the Providing Party's network for the transmission and routing of Telephone Exchange Service and Exchange Access. 2. Points of Interconnection (POI) and Trunk Types  <u>2.1 Points of Interconnection ("POI").</u>  2.1.1 As and to the extent required by Section 251 of the Act, the Parties shall provide interconnection of their networks at any technically feasible point as specified in this Agreement. To the extent the originating Party's POI is not located at the terminating Party's relevant Interconnection Point ("IP"), the originating Party is responsible for transporting its traffic from it's POI to the terminating Party's relevant IP.  2.1.2**CLEC may specify any of the following methods for interconnection with Verizon:  2.1.2.1 a Collocation node **CLEC has established at	As addressed in Issue I-1, the Petitioners are responsible for the costs of interconnection. WorldCom's proposal attempts to pass that cost onto Verizon by obligating Verizon to pay for 50% of WorldCom's interconnection facilities. Not only is this impermissible, it would reward WorldCom for making inefficient interconnection decisions. Further, as addressed in response to Issue III-3, each Party is responsible for the cost of their "build-out" in a mid-span meet arrangement. WorldCom's proposal would evade this Commission's prior rulings and reward WorldCom for its inefficiencies.

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				<p>the Verizon-IP pursuant to the Collocation Attachment; and/or</p> <p>2.1.2.2 a Collocation node that has been established separately at the Verizon-IP by a third party with whom **CLEC has contracted for such purposes; and/or</p> <p>2.1.2.3 an Entrance Facility and transport leased from Verizon (and any necessary multiplexing) pursuant to the applicable Verizon access Tariff, from the **CLEC POI to the Verizon-IP.</p> <p>2.1.3 Verizon may specify any of the following methods for interconnection with **CLEC:</p> <p>2.1.3.1 interconnection at a Collocation node that **CLEC has established at the Verizon-IP pursuant to the Collocation Attachment; and/or</p> <p>2.1.3.2 interconnection at a Collocation node that has been established separately at the Verizon-IP by a third party and that is used by</p>	

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				<p>**CLEC; and/or</p> <p>2.1.3.3 a Collocation node or other operationally equivalent arrangement Verizon established at the **CLEC-IP ; and/or</p> <p>2.1.3.4 a Collocation node established separately at the **CLEC-IP by a third party with whom Verizon has contracted for such purposes; and/or</p> <p>2.1.3.5 an Entrance Facility leased from **CLEC (and any necessary multiplexing), to the **CLEC-IP.</p>	
IV-6	Should the Interconnection Agreement contain detailed terms addressing Meet Point Trunking arrangements for the joint provisioning of switched access services, including terms specifying the location and capacity of the trunks; the use of Common Channel Signaling, or in exceptional circumstances MF signaling; the routing and handling of Toll Free Service over Meet Point Trunk Groups; and the use of GR-317 or GR-394 for FGB calls?	<p>Attachment IV, Sections 1.4 et seq.</p> <p>1.4 Meet Point Trunking Arrangements</p> <p>1.4.1 The Parties shall establish two-way trunk groups for the joint provisioning of Feature Group B and Feature Group D ("FGB and FGD") Switched Access services ("Meet Point Interconnection Trunk Groups").</p> <p>1.4.2 Meet Point Interconnection Trunk Groups will be established between MCI's Switch and Verizon's Access Tandem. The</p>	<p>WorldCom has proposed terms which will facilitate passing of Meet Point traffic between the parties.</p> <p>Although Verizon has objected to the proposed terms the reasons are unclear because the proposed terms call for two-way trunks and interconnection at Verizon tandems as Verizon desires.</p>	<p>8. Transmission and Routing of Exchange Access Traffic</p> <p><u>8.1 Scope of Traffic.</u></p> <p>Section 8 prescribes parameters for certain trunks to be established over the Interconnections specified in Sections 2 through 5 of this Attachment for the transmission and routing of traffic between **CLEC Telephone Exchange Service Customers and Interexchange Carriers ("Access Toll Connecting Trunks"), in any case where **CLEC elects to have its End Office Switch subtend a Verizon Tandem. This</p>	<p>Verizon's proposed interconnection agreement contains detailed terms regarding the transmission and routing of exchange access traffic. WorldCom's proposal leaves out essential terms, such as the necessity for terms describing access toll connecting trunks from WorldCom's end office to the access tandem. WorldCom's proposal also includes terms that should not be included in a local interconnection agreement, such as the inclusion of feature group B trunks, which are used for 950 service.</p>

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		<p>Parties will establish separate trunk groups to each Verizon Access Tandem under which MCI's NXXs home using DS-1 or DS-3 facilities separate from those used for Local Interconnection Trunk Groups.</p> <p>1.4.3 Verizon shall, except in instances of capacity limitations, permit and enable MCI to subtend the Verizon Access Tandem nearest to the MCI rating point associated with the NPA-NXX to/from which the Meet Point services are homed. In instances of capacity limitation at a given Access Tandem, MCI may subtend the next nearest Verizon Access Tandem in which sufficient capacity is available. The Meet Point billing percentages for each new rating point/Access Tandem pair will be calculated in accordance with MECAB and MECOD guidelines.</p> <p>1.4.4 Common Channel Signaling (CCS) will ordinarily be utilized in conjunction with Meet Point Interconnection Trunk Groups; except that multi-frequency (MF) signaling may be used on a separate Meet Point Interconnection Trunk Group for (i) originating or terminating FGB or FGD access due to equipment constraints or (ii) to complete originating calls to Switched Access customers that use MF FGD signaling protocol. MF and CCS Trunk Groups</p>		<p>includes casually-dialed (1010XXX and 101XXXX) traffic.</p> <p><u>8.2 Access Toll Connecting Trunk Group Architecture.</u></p> <p>8.2.1 If **CLEC chooses to subtend a Verizon access Tandem, **CLEC's NPA/NXX must be assigned by **CLEC to subtend the same Verizon access Tandem that a Verizon NPA/NXX serving the same Rate Center subtends as identified in the LERG.</p> <p>8.2.2 **CLEC shall establish Access Toll Connecting Trunks pursuant to applicable access Tariffs by which it will provide Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from **CLEC's Customers.</p> <p>8.2.3 The Access Toll Connecting Trunks shall be two-way trunks. Such trunks shall connect the End Office **CLEC utilizes to provide Telephone Exchange Service and Switched Exchange Access to its Customers in a given LATA to the Tandem Verizon utilizes to provide Exchange Access in such</p>	

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		<p>will not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used.</p> <p>1.4.5 All originating Toll Free Service calls for which MCIIm performs the Service Switching Point (SSP) function (e.g., performs the database query) must be delivered over a Meet Point Trunk Group. MCIIm will provide the Carrier Identification Code (CIC) and Automatic Number Identification (ANI) for these calls. Verizon will hand such calls off to the appropriate 800 service provider. In the alternative, all originating Toll Free Service calls for which MCIIm requests that the Verizon perform the SSP function (e.g., perform the database query) on behalf of the 800 service provider must be delivered over a Meet Point Trunk Group. MCIIm will send the unqueried call over the Meet Point Trunk Group without the Carrier Identification Code (CIC) for Verizon to perform query and hand off to the appropriate 800 service provider.</p> <p>1.4.6 All post-query Toll Free Service calls for which MCIIm performs the SSP function, if delivered to Verizon, must be delivered using GR-394 format over a Meet Point Interconnection Trunk Group for calls destined to the Toll</p>		<p>LATA.</p> <p>8.2.4 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow **CLEC's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a Verizon access tandem.</p>	

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		<p>Free Service provider.</p> <p>1.4.7 Originating FGB calls delivered to Verizon's Tandem must use GR-317 signaling format unless the associated FGB carrier employs GR-394 signaling for its FGB traffic at the serving Access Tandem.</p> <p>1.4.8 Combination Interconnection Trunk Groups</p> <p>1.4.8.1 At MCI's request, the Parties agree to work cooperatively to combine all functionalities of Local Interconnection and Meet Point Trunk Groups on a single Interconnection trunk group (Combination Interconnection Trunk Group).</p> <p>1.4.8.2 Whenever the use of Combination Interconnection Trunk Groups is determined to be feasible, and ordering and billing procedures have been established:</p> <p>1.4.8.2.1 Any new trunk groups may be ordered using the Combination Interconnection Trunk Group option; and</p> <p>1.4.8.2.2 The Parties will work together in good faith to complete the conversion from the use of separate Local Interconnection Trunk Groups and Meet Point Trunk Groups to the use of Combination Interconnection</p>			

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		Trunk Groups within six months after that time.			
IV-7	Should the Interconnection Agreement include detailed terms to facilitate the prompt, reliable, and efficient Interconnection of MCIm's systems to Verizon's 911/E911 platforms, including the establishment of dedicated trunks from MCIm's Central Office to each Verizon 911/E911 selective router (i.e., 911 Tandem Office) that serves the areas in which MCIm provides Exchange Service, with the necessary CAMA signaling, ANI delivery and TTY/TDD capability ; availability of diverse means of delivering 911 calls to minimize the likelihood of Central Office isolation due to cable cuts or other equipment failures; the routing of WorldCom's customer 911/E911 calls, including ANIs to the appropriate PSAP; Verizon's provision of CLLI codes for each selective router server area, the 10-digit number of each PSAP, associated addresses, and network meet points; provisions for the overflow of 911/E911 traffic to the Operator Services platform and the 10 digit overlay/alternate number used by each local PSAP; the provision by Verizon of information describing the rate center boundaries served by each selective router; technical	<p>Attachment IV, Section 1.5</p> <p>1.5 911 Trunking Arrangements</p> <p>1.5.1 The Parties agree to provide access to 911/E911 in a manner that is transparent to the Parties' customers. The Parties will work together to facilitate the prompt, reliable, and efficient Interconnection of MCIm's systems to Verizon's 911/E911 platforms, with a level of performance that will provide at least the same grade of service as that which Verizon provides to itself, its customers, subsidiaries, Affiliates, or any third party.</p> <p>1.5.2 The Parties shall establish a minimum of two dedicated trunks from MCIm's Central Office to each Verizon 911/E911 selective router (i.e., 911 Tandem Office) that serves the areas in which MCIm provides Exchange Service, for the provision of 911/E911 services and for access to all subtending PSAPs (911 Interconnection Trunk Groups). Verizon shall provide the number of 911/Interconnection Trunk Groups as may be ordered by MCIm.</p> <p>1.5.3 911 Interconnection Trunk</p>	WorldCom has proposed detailed terms which will insure that it is able to provide satisfactory 911 service to its subscribers. Verizon's response indicates that it can provide most of WorldCom's requirements but that Verizon will not provide the PSAPs 10-digit numbers used for completing 911 calls in case of system failure. This information should be provided as it is a back-up mechanism used for emergency calls	<p>911 ATTACHMENT</p> <p>1. 911/E-911 Arrangements</p> <p>[THE FOLLOWING PARAGRAPH IS FOR ALL STATES EXCEPT NJ]</p> <p>1.1 **CLEC may, at its option, interconnect to the Verizon 911/E-911 Selective Router or 911 Tandem Offices, as appropriate, that serve the areas in which **CLEC provides Telephone Exchange Services, for the provision of 911/E-911 services and for access to all subtending Public Safety Answering Points ("PSAP"). In such situations, Verizon will provide **CLEC with the appropriate CLLI codes and specifications of the Tandem Office serving area. In areas where E-911 is not available, **CLEC and Verizon will negotiate arrangements to connect **CLEC to the 911 service in accordance with applicable state law.</p> <p>[THE FOLLOWING PARAGRAPH IS FOR NJ ONLY:]</p> <p>Where this subsection 1.1 or other portions of this Agreement refer to or describe 911/E-911 functions, services, or facilities as Verizon</p>	Verizon's proposed interconnection agreement contains a detailed 911 Attachment that should satisfy the issues WorldCom is attempting to raise. Verizon's 911 Attachment is used as a starting point for discussion with all CLECs and modifications have been made to the model on the basis of negotiations with individual CLECs. For example, AT&T and Verizon have reached agreement on various 911 issues using this same format. In dealing with thousands of CLECs it is necessary to begin negotiations with this model agreement rather than have each individual submit their own language. WorldCom has not explained why it has found these provisions to be unacceptable, or why other provisions are necessary to ensure that WorldCom can provide 911 service.

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	specifications for network interface, database loading and maintenance; terms governing the immediate restoration of 911 service and the responsibilities of each party therefor; terms providing for correction of ALI discrepancies, identification of special 911 routing arrangements, and identification of special operator-assisted requirements to support 911?	<p>Groups must be, at a minimum, DS-0 level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface. Either configuration must use Centralized Automatic Message Accounting (CAMA) type signaling with MF tones that will deliver Automatic Number Identification (ANI) with the voice portion of the call, unless the 911/E911 selective router is SS7 capable, in which case MCI may require SS7 signaling. All 911 Interconnection Trunk Groups must be capable of transmitting and receiving Baudot code necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).</p> <p>1.5.4 911 Interconnection Trunking Groups must be arranged to minimize the likelihood of Central Office isolation due to cable cuts or other equipment failures. Where there is an alternate means of transmitting a 911/E911 call to a PSAP in the event of failures, Verizon shall make that alternate means available to MCI. Verizon shall assign 911 Interconnection Trunk Groups on diverse interoffice facilities where diverse routes are already available or planned. Circuits must have interoffice, loop, and carrier system diversity when this diversity can be achieved using existing facilities.</p>		<p>services, or facilities as Verizon functions, services, or facilities, the Parties agree that, in New Jersey, some such functions, services, and facilities are provided, owned and controlled not by Verizon but by the State of New Jersey, and **CLEC will look to the State of New Jersey, and not Verizon, and make arrangements with the State of New Jersey, and not Verizon, for the provision of such functions, services, and facilities. Verizon will cooperate with **CLEC in identifying all such functions, services, and facilities that are provided, owned, or controlled by the State of New Jersey. Verizon will also cooperate with **CLEC in identifying the contact points and procedures Verizon believes will facilitate **CLEC's promptly securing such arrangements with the State of New Jersey as may be necessary for the effective provision of 911/E-911 service to Customers of **CLEC.</p> <p>1.2 Path and route diverse Interconnections for 911/E-911 shall be made at the **CLEC-IP, the Verizon-IP, or other points as necessary and mutually agreed, and as required by law or regulation.</p> <p>1.3 Within thirty (30) days of its receipt of a complete and accurate request from **CLEC, to include all</p>	

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		<p>Circuits will be divided as equally as possible across available carrier systems. Verizon shall periodically review the circuit design to ensure that the diverse routing is maintained and rectify any diversity inconsistencies or problems. At MCIm's option, diversity will be upgraded to utilize the highest level of diversity available in the network.</p> <p>1.5.5 Verizon shall provide the selective routing of 911/E911 calls received from MCIm's Central Office. This includes forwarding MCIm's customers' ANIs and the selective routing of the call to the appropriate PSAP. Verizon shall provide MCIm with the appropriate CLI codes and specifications regarding the selective router serving area, the 10-digit number of each PSAP, associated addresses, and meet points in the network.</p> <p>1.5.6 Verizon shall provide for overflow 911/E911 traffic to be routed to the Verizon Operator Services platform or, at MCIm's discretion, directly to MCIm Operator Services platform.</p> <p>1.5.6.1 Verizon shall provide the 10-digit overflow/alternate number used by the local PSAP, if available.</p> <p>1.5.7 Verizon shall provide MCIm</p>		<p>required information and applicable forms, and to the extent authorized by the relevant federal, state, and local authorities, Verizon will provide **CLEC, where Verizon offers 911 service, with the following at a reasonable fee, if applicable:</p> <p>1.3.1 a file via electronic medium containing the Master Street Address Guide ("MSAG") for each county within the LATA(s) where **CLEC is providing, or represents to Verizon that it intends to provide within sixty (60) days of CLEC(s) request, local exchange service, which MSAG shall be updated as the need arises and a complete copy of which shall be made available on an annual basis. [The following sentence will be added for PA: A letter is required from the PSAP director before the release of the MSAG by Verizon to **CLEC];</p> <p>1.3.2 a list of the address and CLI code of each 911/E-911 selective router or 911 Tandem office(s) in the area in which **CLEC plans to offer Telephone Exchange Service;</p> <p>1.3.3 a list of geographical areas, e.g., LATAs, counties or municipalities, with the</p>	

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		<p>with copies of selective routing boundary maps showing the boundaries around the outside of the set of exchange areas or Rate Centers served by a selective router. Verizon shall also provide detailed written descriptions of, but not limited to, the following information upon MCI's request:</p> <p>1.5.7.1 Geographic boundaries of government entities, PSAPs and exchanges, as necessary.</p> <p>1.5.7.2 Verizon's Rate Centers and exchanges.</p> <p>1.5.7.3 Documentation showing the correlation of Verizon's Rate Centers to its 911/E911 Tandems.</p> <p>1.5.7.4 Technical specifications for network interface, database loading and maintenance.</p> <p>1.5.8 Verizon shall continuously monitor equipment and circuits used for 911/E911 traffic. Monitoring of circuits must be done to the individual trunk level. Monitoring must be conducted by Verizon for trunks between the selective router and all associated PSAPs.</p> <p>1.5.9 Verizon shall begin restoration of E911 or E911 trunking facilities immediately upon notification of</p>		<p>associated 911 tandems, as applicable.</p> <p>1.3.4 a list of Verizon personnel who currently have responsibility for 911/E-911 requirements, including a list of escalation contacts should the primary contacts be unavailable.</p> <p>1.3.5 any special 911 trunking requirements for each 911/E-911 selective router or 911 Tandem Office, where available, and;</p> <p>1.3.6 prompt return of any **CLEC 911/E-911 data entry files containing errors, so that **CLEC may ensure the accuracy of the Customer records.</p> <p>2. Electronic Interface</p> <p>[THE FOLLOWING PARAGRAPH IS FOR ALL STATES EXCEPT NJ]</p> <p>**CLEC shall use, where available, the appropriate Verizon electronic interface, through which **CLEC shall input and provide a daily update of 911/E-911 database information related to appropriate **CLEC Customers. In those areas where an electronic interface is not available, **CLEC shall provide Verizon with all appropriate 911/E-911 information</p>	

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		<p>failure or outage. Verizon must provide priority restoration of 911 Interconnection Trunks and networks outages on the same terms and conditions it provides itself and without the imposition of Telecommunications Service Priority (TSP). MCIIm will be responsible for the isolation, coordination, and restoration of all 911 network maintenance problems to the MCIIm demarcation (e.g., collocation). Verizon will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (e.g. collocation). MCIIm is responsible for advising Verizon of the circuit identification when notifying Verizon of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911/E911 outage. Verizon will refer network trouble to MCIIm if no defect is found in Verizon's network. The Parties agree that 911/E911 network problem resolution will be managed in an expeditious manner at all times.</p> <p>1.5.10 Verizon shall begin repair service immediately upon report of a malfunction. Repair service includes, but is not limited to, testing and diagnostic service from a remote location and dispatch, or in-person visit(s), of personnel. Where an on-site technician is determined to be</p>		<p>all appropriate 911/E-911 information such as name, address, and telephone number via facsimile for Verizon's entry into the 911/E-911 database system. Any 911/E-911-related data exchanged between the Parties prior to the availability of an electronic interface shall conform to Verizon standards, whereas 911/E-911-related data exchanged electronically shall conform to the National Emergency Number Association standards ("NENA"). **CLEC may also use the electronic interface, where available, to query the 911/E-911 database to verify the accuracy of **CLEC Customer information.</p> <p>[THE FOLLOWING PARAGRAPH IS FOR NJ ONLY]</p> <p>CLEC shall use an electronic interface using an EDI system established by Verizon in New Jersey through which CLEC shall input and provide a daily update of 911/E911 database information related to appropriate CLEC Customers. Any 911/E911-related data exchanged between the Parties shall conform to the National Emergency Number Association standards. CLEC may also use the EDI system to query the 911/E911 database to verify the accuracy of CLEC Customer information.</p>	

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		<p>required, a technician will be dispatched without delay.</p> <p>1.5.11 Each ALI discrepancy report shall be jointly researched by Verizon and MCI. Corrective action shall be taken promptly by the responsible Party.</p> <p>1.5.12 Subject to mutual agreement, Verizon shall provide MCI with written technical specifications for network interfaces, and technical specifications for database loading and maintenance pursuant to NENA Standards.</p> <p>1.5.13 Verizon shall identify special routing arrangements to complete 911 calls.</p> <p>1.5.14 Verizon shall identify any special operator-assisted calling requirements to support 911.</p>		<p>3. 911 Interconnection</p> <p>Verizon and **CLEC will use commercially reasonable efforts to facilitate the prompt, robust, reliable and efficient interconnection of **CLEC systems to the 911/E-911 platforms and/or systems.</p> <p>4. 911 Facilities</p> <p>**CLEC shall be responsible for providing facilities from the **CLEC End Office to the 911 Tandem or selective router. **CLEC shall deploy diverse routing of 911 trunk pairs to the 911 tandem or selective router.</p> <p>5. Local Number Portability for use with 911</p> <p>The Parties acknowledge that until Local Number Portability ("LNP") with full 911/E-911 compatibility is utilized for all ported telephone numbers, the use of Interim Number Portability ("INP") creates a special need to have the Automatic Location Identification ("ALI") screen reflect two numbers: the "old" number and the "new" number assigned by **CLEC. Therefore, for those ported telephone numbers using INP, **CLEC will provide the 911/E-911 database with both the forwarded number and the directory number, as</p>	

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				<p>well as all other required information including the appropriate address information for the customer for entry into the 911/E-911 database system. Further, **CLEC will outpulse the telephone number to which the call has been forwarded (that is, the Customer's ANI) to the 911 Tandem office or selective router. **CLEC will include their NENA five character Company Identification ("COID") for inclusion in the ALI display.</p> <p>5.1 **CLEC is required to enter data into the 911/E-911 database under the NENA Standards for LNP. This includes, but is not limited to, using **CLEC's NENA COID to lock and unlock records and the posting of **CLEC's NENA COID to the ALI record where such locking and migrating feature for 911/E-911 records are available or as defined by local standards.</p> <p>6. PSAP Coordination</p> <p>Verizon and **CLEC will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E-911 arrangements.</p>	

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				<p>7. 911 Compensation</p> <p><b>**CLEC will compensate Verizon for connections to its 911/E-911 platform and/or system pursuant to the rate schedule included in this attachment.</b></p> <p>8. 911 Rules and Regulations</p> <p><b>**CLEC and Verizon will comply with all applicable rules and regulations (including 911 taxes and surcharges as defined by local requirements) pertaining to the provision of 911/E-911 services in [STATE].</b></p>	
IV-8	Should the Interconnection Agreement include terms setting forth Operator Services and Directory Assistance Trunking Arrangements?	<p>Attachment IV, Sections 1.6 through 1.7.2; and Section 6 et seq.</p> <p>1.6 Operator Services Trunking Arrangements</p> <p>1.6.1 Where MCIm purchases unbundled Operator Services from Verizon, the Parties will establish separate trunk groups from MCIm's Switch to Verizon's operator switch ("Operator Services Trunk Groups").</p> <p>1.6.2 When Verizon's operator is under contract to verify MCIm's End User Loop, Verizon will utilize a separate one-way trunk group using MF signaling from Verizon's Access</p>	<p>The Interconnection Agreement should contain terms providing for a connection to Verizon's OS/DA platform from WorldCom's switch in those circumstances where WorldCom purchases Verizon OS/DA services and also to provide inward operator assistance and Busy Line Verify services.</p> <p>These terms should be included in the Interconnection Agreement because Verizon is obligated to provide OS/DA services by the 1996 Act in three ways: either as a UNE, via resale, or as a matter of dialing parity. There is no reason to defer establishing these terms. The Act</p>	<p>2.2 Other types of trunk groups may be used by the Parties as provided in other Attachments to this Agreement (e.g., 911/E911 Trunks; Information Services Trunks) or in other separate agreements between the Parties (e.g., Directory Assistance Trunks, Operator Services Trunks, BLV/BLVI Trunks).</p>	<p>Verizon's proposal provides that the Parties should reach mutual agreement, albeit in a separate agreement or attachment, with respect to the provisioning of OS/DA trunks. Verizon reached the same understanding with AT&amp;T and has offered the same language to WorldCom. Verizon's contractual commitment should satisfy WorldCom's concerns.</p>

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		<p>Tandem to MCI's Switch.</p> <p>1.6.3 If MCI does not purchase unbundled Operator Services from Verizon, the Parties may interconnect for the purposes of inward operator assistance as follows:</p> <p>1.6.3.1 MCI may route calls requiring inward operator assistance through its designated IXC Point of Presence (POP) to Verizon's operator switch. Verizon shall route its calls requiring inward operator assistance to MCI's designated operator switch through its designated IXC POP.</p> <p>1.6.3.2 The Parties may establish a separate two-way trunk group per LATA from MCI's Switch to Verizon's operator switch utilizing MF signaling.</p> <p>1.6.4 If MCI does not purchase unbundled Operator Services from Verizon, the Parties shall exchange Busy Line Verify/Busy Line Verify Interrupt (BLV/BLVI) inquiries between operator bureaus over Local Interconnection Trunk Groups using network-routable access codes published in the LERG.</p> <p>1.7 Directory Assistance Trunking Arrangements</p> <p>1.7.1 Where MCI purchases</p>	<p>contemplates them being set forth in an interconnection agreement.</p>		

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		<p>unbundled Directory Assistance service from Verizon, the Parties will establish separate trunk groups from MCI's Switch to Verizon's Directory Assistance platform (Directory Assistance Trunk Groups); or route Directory Assistance traffic over the Local Interconnection Trunk Group using NPA 555-1212, at MCI's option.</p> <p>1.7.2 Where MCI purchases Express Call Completion (ECC) service in conjunction with Directory Assistance service, or Operator Assistance service (O+, O-) from Verizon, the Parties will establish a separate one-way outgoing-only trunk group using MF signaling from MCI's Switch to Verizon's operator switch. Verizon shall provide MCI with the customer billing records necessary for MCI to bill its customers for these calls.</p> <p>Section 6. Line Status Verification And Verification With Call Interruption</p> <p>6.1 Each Party shall offer Line Status Verification (LSV) and Verification and Call Interrupt (VCI) services to enable its subscribers to verify and/or interrupt calls of the receiving Party's subscribers. The receiving Party shall accept and respond to LSV and VCI requests from the operator bureau of</p>			

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		<p>the originating Party, provided that the originating Party has ordered the requisite underlying LSV/VCI service from the receiving Party.</p> <p>6.2 The receiving Party operator shall only verify the status of the line or interrupt the line to inform the called Party that there is a call waiting. The receiving Party operator will not complete the telephone call of the subscriber initiating the LSV/VCI request. The receiving Party operator will make only one LSV/VCI attempt per subscriber operator bureau telephone call, and the applicable charges will apply whether or not the called Party releases the line.</p> <p>6.3 Each Party's operator bureau shall accept LSV and VCI inquiries from the operator bureau of the other Party in order to allow transparent provision of LSV/VCI traffic between the Parties' networks.</p> <p>6.4 Each Party shall route LSV/VCI traffic inquiries over separate direct trunks (and not the local/intraLATA/interLATA trunks) established between the Parties' respective operator bureaus. Each Party shall offer interconnection for LSV/VCI traffic at its Operator Services tandem office or other mutually agreed point in the LATA. Separate LSV/VCI trunks will be</p>			

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		<p>directed to the Operator Services tandem office designated by the receiving Party. The originating Party shall outpulse the appropriate NPA, ATC Code, and Routing Code (operator code) to the receiving Party.</p> <p>6.5 When a LSV/VCI request for a ported number is directed to either Party's operator and the query is not successful (i.e., the request yields an abnormal result), the operator shall confirm whether the number has been ported and shall direct the request to the appropriate operator. The Parties shall work cooperatively to develop this process, which does not exist as of the Effective Date.</p> <p>6.6 Compensation. Each Party shall charge the other Party for LSV and VCI at rates specified in Attachment I.</p>			
IV-9	Should the Interconnection Agreement contain detailed provisions addressing the signaling protocol to be used in interconnecting their networks, including the use of SS7 signaling, exchange of Automatic Number Identification, and the requirement that interconnection facilities be 64 Kbps Clear Channel Capable and Extended Super Frame with Bipolar 8 Zero Substitution line coding?	<p>Section 3. Signaling</p> <p>3.1 Signaling Protocol. Unless otherwise indicated in this Agreement or specified by MCI, the Parties will interconnect their networks using SS7 signaling as defined in Bellcore documents GR-905-CORE, Issue 1, March 1995, Bellcore Special Report SR-TSV-002275, BOC Notes on the LEC Networks-Signaling, Bellcore Generic Requirements GR-317, Issue 1, February 1994 and GR-394, Issue 1, February 1994, including ISDN</p>	Resolved by including in the agreement modified language for Section 3.0 et seq. of WorldCom's proposed Interconnection Attachment.		<b>Resolved.</b>

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		<p>User Part (ISUP) for trunk signaling and Transaction Capabilities Application Part (TCAP) for CCS-based features in the Interconnection of their networks. Either Party may establish CCS Interconnections either directly or through a third party.</p> <p>3.2 The Parties will provide CCS to each other in conjunction with all trunk groups supporting intraLATA, local, transit, and toll traffic. CCS will not be provided in conjunction with trunk groups supporting Operator Services (Call Completion and Directory Assistance), 911, or where CCS has not been deployed by the originating carrier. The Parties will cooperate on the exchange of TCAP messages to facilitate full inter-operability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each carrier offers these features and functions to its own End Users. All CCS signaling parameters will be provided, including, but not limited to, Automatic Number Identification (ANI), originating line information (OLI), calling party category, Charge Number, <i>etc.</i> For terminating FGD, Verizon will pass CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, the Parties will provide network signaling information such as</p>			

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		<p>Transit Network Selection (TNS) parameter, Carrier Identification Codes (CIC), CCS platform, and CIC/OZZ information (non-CCS environment) at no charge wherever this information is needed for call routing or billing. The Parties will generally conform to OBF adopted guidelines pertaining to TNS and CIC/OZZ codes.</p> <p>3.3 Refer to Attachment III, Section [11] for detailed terms of SS7 Network Interconnection.</p> <p>3.4 Unless otherwise indicated in this Agreement, all interconnection facilities shall be 64Kbps Clear Channel Capability (CCC) and Extended Super Frame with Bipolar 8 Zero Substitution line coding (ESF B8ZS). Where ESF B8ZS is not <u>currently available</u>, <del>Technically Feasible</del>, MCI may agree to use other interconnection protocols on an interim basis until the standard ESF B8ZS is available. <del>For those areas not currently ESF B8ZS compatible, Verizon will provide anticipated dates of ESF B8ZS availability. Verizon shall, at a planning meeting between the Parties, provide any anticipated dates of availability for those areas where ESF B8ZS is not available.</del></p> <p>3.4.1 <del>Where MCI is unwilling to utilize an alternate Interconnection</del></p>			

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		protocol, the Parties will begin joint planning for the engineering, procurement, and installation of segregated 64K CCC trunk groups and associated ESF-B8ZS facilities for the purpose of transmitting 64K CCC data calls between MCI and Verizon. Where additional equipment is required, this equipment will be obtained, engineered and installed on the same basis and with the same intervals as any similar growth job for IXC, CLEC, or Verizon internal customer demand for 64K CCC trunks. Such equipment shall be charged at Commission approved, applicable special construction rates. Should the foregoing not be adequate, MCI may invoke the BFR process. Where Technically Feasible and mutually agreed, these trunks will be established as two-way.			
IV-10	Should the Interconnection Agreement include terms setting forth network management protocols to be used, including protective traffic management controls to protect the network from congestion or overload; expansive protocols for rerouting of traffic in case of congestion; and planning for mass calling and high volume calling situations?	Attachment IV, Sections 5 et seq.  Section 5. Network Management  5.1 Protective Protocols  5.1.1 Either Party may use protective network traffic management controls such as 3, 7, and 10 digit code gaps on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, Switch congestion or failure, or focused overload. MCI and	WorldCom has proposed terms which set forth procedures to be used to minimize service disruption in the event of network difficulties. These provisions were included in the 1997 contract and Verizon has offered no reason to exclude them from the new agreement. The language proposed by Verizon does not address this particular issue; it addresses issues such as two-way trunking.	2.2.4 In the event the traffic volume between a Verizon End Office and the **CLEC POI, which is carried by a Final [For NY & CT: Meet Point B/ For all other states: Tandem] Local Interconnection Trunk group, exceeds the CCS busy hour equivalent of one (1) DS-1 at any time and/or 200,000 combined minutes of use for a single month: (a) if One-Way Interconnection Trunks are used, the originating Party shall promptly establish [For NY &	WorldCom's proposal, if adopted, effectively divests Verizon of the ability to manage its own network. Verizon's proposal establishes direct end-office trunking when traffic reaches a certain level, reasonable utilization levels for two-way local interconnection trunks and forecast requirements for trunk provisioning, among other network management provisions. Verizon's contractual commitment should satisfy WorldCom's concerns.

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		<p>Verizon shall immediately notify each other of any protective control action planned or executed.</p> <p>5.2 Expansive Protocols</p> <p>5.2.1 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing.</p> <p>5.3 Mass Calling</p> <p>5.3.1 MCI and Verizon shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.</p> <p>5.4 High Volume Calling Trunk Groups</p> <p>5.4.1 The Parties will cooperate to establish separate trunk groups for the completion of calls to high volume customers, such as radio contest lines.</p>		<p>CT: Meet Point A/For all other states; new End Office] One-Way local Interconnection Trunk groups between the Verizon End Office and the POI; or, (b) if Two-Way Local Interconnection Trunks are used, then **CLEC shall promptly submit an ASR to Verizon to establish [For NY &amp; CT: a new Meet Point A/For all other states: new End Office] Two-Way Local Interconnection Trunk groups between that Verizon End Office and the POI.</p> <p><u>2.4 Two-Way Interconnection Trunks.</u></p> <p>2.4.1 Where the Parties have agreed to use Two Way Local Interconnection Trunks, prior to ordering any Two-Way Local Interconnection Trunks from Verizon, **CLEC shall meet with Verizon to conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating CCS (Hundred Call Second) information, and the Parties shall mutually agree on the appropriate initial number of Two-Way [For NY &amp; CT: Meet Point A (high usage) and Meet Point B (final)/For all other states: End Office and Tandem]</p>	

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				<p>Local Interconnection Trunks and the interface specifications at the Point of Interconnection (POI).</p> <p>2.4.2 Two-Way Local Interconnection Trunks shall be from a Verizon End Office or Tandem to a mutually agreed upon POI. Where the **CLEC is collocated in a Verizon Wire Center, the POI shall be at the Verizon Wire Center.</p> <p>2.4.3 On a semi-annual basis, **CLEC shall submit a good faith forecast to Verizon of the number of [For NY &amp; CT: Meet Point A (high usage) and Meet Point B (final)/For all other states: End Office and Tandem] Two-Way Local Interconnection Trunks that **CLEC anticipates that Verizon will need to provide during the ensuing two (2) year period. **CLEC's trunk forecasts shall conform to the Verizon CLEC trunk forecasting guidelines as in effect at that time.</p> <p>2.4.4 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on [For NY &amp; CT: Meet Point A (high usage) and Meet Point B (final)/For all other</p>	

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				<p>states: End Office and Tandem] Two-Way Local Interconnection Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Local Interconnection Trunks.</p> <p>2.4.5 Two-Way Local Interconnection Trunks shall have SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available.</p> <p>2.4.6 With respect to [For NY &amp; CT: Meet Point A (high usage)/For other states: End Office] Two-Way Local Interconnection Trunks, both Parties shall use an economic CCS equal to five (5).</p> <p>2.4.7 [For NY &amp; CT only: Meet Point B] Two-Way Local Interconnection Trunk groups that connect to a Verizon access Tandem shall be engineered using a design blocking objective of Neal-Wilkenson B.005 during the average time consistent busy hour; [For NY &amp; CT only: Meet Point B] Two-Way Local Interconnection Trunk groups that connect to a Verizon local Tandem shall be engineered</p>	

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				<p>using a design blocking objective of Neal Wilkenson B.01 during the average time consistent busy hour. Verizon and **CLEC shall engineer Two-Way Local Interconnection Trunks using national standards.</p> <p>2.4.8 **CLEC shall determine and order the number of Two-Way Local Interconnection Trunks that are required to meet the applicable design blocking objective for all traffic carried on each Two-Way Local Interconnection Trunk group. **CLEC shall order Two-Way Local Interconnection Trunks by submitting ASRs to Verizon setting forth the number of Two-Way Local Interconnection Trunks to be installed and the requested installation dates within Verizon's effective standard intervals or negotiated intervals, as appropriate. **CLEC shall complete ASRs in accordance with Ordering and Billing Forum Guidelines as in effect from time to time.</p> <p>2.4.9 Verizon may monitor Two-Way Local Interconnection Groups using service results for the applicable design blocking objective. If Verizon observes blocking in excess of the</p>	

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